

Exhibit D



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME	CAVIAR, LLC		
ADDRESS	901 MARKET STREET SUITE 600		
CITY	SAN FRANCISCO	STATE	CA ZIP 94103
PHONE	FAX	EMAIL	

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	JOSHUA LIPSHUTZ		
FIRM/COMPANY	GIBSON, DUNN & CRUTCHER LLP		
ADDRESS	1050 CONNECTICUT AVENUE, N.W.		
CITY	WASHINGTON	STATE	D.C. ZIP 20036
PHONE	2029558217	FAX	EMAIL jlipshutz@gibsondunn.com

FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME	DAVE PRINCE		
ADDRESS	[REDACTED]		
CITY	LOS ANGELES	STATE	CA ZIP 90064
PHONE	[REDACTED]	FAX	EMAIL [REDACTED]

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	AARON ZIGLER		
FIRM/COMPANY	KELLER LENKNER LLC		
ADDRESS	150 N. RIVERSIDE PLAZA, SUITE 4270		
CITY	CHICAGO	STATE	IL ZIP 60606
PHONE	3122107278	FAX	EMAIL amz@kellerlenkner.com



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

MEDIATION IN ADVANCE OF THE ARBITRATION

- ☐ If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION.
A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Claimant has been a courier for Caviar. Caviar has exercised significant control over Claimant, including by determining which deliveries it has offered Claimant and how much it has paid Claimant for each delivery. Because Caviar sets the material terms of its couriers' conduct, Claimant has not used managerial skill to increase profits. Claimant, along with other couriers, has made up Caviar's core workforce; Claimant is integral to Caviar's business. While working for Caviar, Claimant has not operated a transportation-based business independent of Caviar. Caviar has thus misclassified Claimant as an independent contractor instead of an employee. Claimant seeks all available relief under the following provisions, as showing to be applicable following discovery of information exclusively within the control of Respondent: 29 U.S.C. §§ 206, 207 (Minimum Wage & Overtime); California Labor Code, Wage Order No. 9 (Minimum Wage & Overtime); Applicable Municipal Codes (Minimum Wage, Overtime, Sick Time & Notice Violations); California Labor Code § 226 (Wage Statement and Records Access); and Cal. Bus. & Prof. Code § 17200 (Unfair and Unlawful Business Practices).

AMOUNT IN CONTROVERSY (US DOLLARS)

\$210,000



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. ***Please cite location of arbitration provision and attach two copies of entire agreement.***

ARBITRATION PROVISION LOCATION

"If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place in the county in which JAMS services are offered that is nearest to where you primarily performed Delivery Services for Caviar at the time the dispute arose." Section 6.c.

RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. ***Send the original response and counter-claim to the claimant at the address stated above with two copies to JAMS.***

REQUEST FOR HEARING

REQUESTED LOCATION **See above**

ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: *Comprehensive Rule 16.1*

☐

By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

SUBMISSION INFORMATION

SIGNATURE /s/ Aaron Zigler

DATE 2/18/2020

NAME
(PRINT/TYPED) Aaron Zigler



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

Completion of this section is required for all consumer or employment claims.

CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by *California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e)*, as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

☒ **YES**, this is a CONSUMER ARBITRATION.

☐ **NO**, this is not a CONSUMER ARBITRATION.

“Consumer arbitration” means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. “Consumer arbitration” excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

“Consumer party” is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee’s employment or the applicant’s prospective employment that is subject to the arbitration agreement.

NOTE: JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter. In addition, JAMS may treat a matter as a consumer matter and apply the Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.

EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee’s annual wage. The employee’s name will not appear in the database, but the employer’s name will be published. Please check the applicable box below:

☒ Less than \$100,000 ☐ \$100,000 to \$250,000 ☐ More than \$250,000 ☐ Decline to State

WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer’s monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.